

Panaji, 5th February, 2009 (Magha 16, 1930)

SERIES II No. 45



OFFICIAL GAZETTE

GOVERNMENT OF GOA

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Art and Culture

Order

No. DAC/7/RB/Margao/Regis/2009/4225

In exercise of the powers conferred by clause 9 (vii) of the Constitution of Ravindra Bhavan, Fatorda, Margao-Goa, the Government is pleased to appoint the following members on the General Council of Ravindra Bhavan, Margao with immediate effect.

- 1 Shri Damodar Naik,
Fatorda, Salcete-Goa.
- 2 Smt. Usha Sardesai,
Comba, Margao-Goa.
- 3 Shri Damodar Borkar,
Aquem, Margao-Goa.
- 4 Shri Mahendra Alvares,
Loutulim-Goa.
- 5 Shri Gautam Verlekar,
Margao-Goa.
- 6 Shri Premanand Lotlikar,
Vanelim, P. O. Colva, Salcete-Goa.
- 7 Shri Ramdas Hazare,
Borda, Margao-Goa.
- 8 Smt. Vijaya Sheldekar,
Shirvodem, Margao-Goa.
- 9 Smt. Namita Lawande,
Pajifond, Margao-Goa.
10. Shri Sudesh Malkarnekar,
Margao-Goa.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director of Art & Culture &
ex officio Joint Secretary.

Panaji, 27th January, 2009.

Order

No. DAC/7/RB/Margao/Regis/2009/4226

In exercise of the powers conferred by clause 9 (ix) of the Constitution of Ravindra Bhavan, Fatorda, Margao-Goa, the Government is pleased to appoint the following members on the General Council of Ravindra Bhavan, Margao with immediate effect.

- 1 Shri Anthony San.
- 2 Shri Adelin Fernandes.
- 3 Shri Anand Masoor.
- 4 Shri Rajeev Hede.
- 5 Shri Jairam Naik.
- 6 Shri Deep Karapurkar.
- 7 Smt. Sangita Singbal.
- 8 Smt. Amelia Dias.
- 9 Shri Vasantlal Kanji.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director of Art & Culture &
ex officio Joint Secretary.

Panaji, 27th January, 2009.

Order

No. DAC/7/RB/Margao/Regis/2009/4229

In exercise of the powers conferred by clauses 5 and 6 of the Constitution of Ravindra Bhavan, Fatorda, Margao-Goa, the Government is pleased to appoint Shri Digambar V. Kamat, Malbhat, Margao-Goa as Chairman and Shri Shridhar N. Kamat, Housing Board, Margao-Goa as Vice-Chairman of Ravindra Bhavan, Margao with immediate effect.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director of Art & Culture &
ex officio Joint Secretary.

Panaji, 27th January, 2009.

Order

Ref. No. DAC/TA/2007/Part I/4251

Government is pleased to appoint Shri Victor D'Sa as Member Secretary of the Tiatr Academy under clause 8(a) on the constitution of Tiatr Academy.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director of Art & Culture

Panaji, 28th January, 2009.

**Department of Finance****Revenue & Control Division****Directorate of Accounts****Order**

No. DA/Admn/14-58/08-09/TR-2988/2157

Sanction of the Government is hereby accorded to re-employ Shri Joseph Noronha, Retired Joint Director of Accounts of this Directorate on contract basis initially for a period of six months.

The appointment is subject to their executing the agreement specifying the terms and conditions of their re-employments. They shall draw emoluments as per terms of CCS (Fixation of Pay of re-employed Pensioners) Orders, 1986.

By order and in the name of the Governor of Goa.

Rajan V. S. Kunkolienkar, Director of Accounts & ex officio Joint Secretary.

Panaji, 28th January, 2009.

**Department of General Administration****Notification**

No. 25/4/95-GA&C

Government of Goa regret to state that Shri R. Venkataraman, Former President of India passed away on January 27, 2009. As a mark of respect to the departed Dignitary, Government of Goa declares seven days State mourning from January 27, 2009 to February 2, 2009, both days inclusive throughout the State of Goa.

During the period of State mourning, the National Flag will be flown at Half Mast throughout the State of Goa in all the buildings where it is flown regularly and there will be no official entertainment.

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (GA-II).

Porvorim, 28th January, 2009.

Department of Home**Home — General Division****Order**

No. 2/54/2007-HD (G)

Read: Order No. 4-3-2-2001/LD(1) dated 19-08-2004 and amended vide Corrigendum of even number dated 06-10-2004.

Government is pleased to extend the ad hoc promotion of Smt. Milena Gomes e Pinto, Public Prosecutor for a further period of six months with effect from 28-02-2009 to 27-08-2009 or till the post is filled on regular basis, whichever is earlier.

This issues with the concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/58(3)/2004/116 dated 21-01-2009.

By order and in the name of the Governor of Goa.

Siddhivinayak S. Naik, Under Secretary (Home).

Porvorim, 28th January, 2009.

**Department of Labour****Order**

No. 28/36/2006-LAB/107

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Goa Construction Housing and Finance Federation Limited, Panaji and their workman, Shri Dayanand Chodankar, Assistant, Grade-I in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7 of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Goa Construction Housing and Finance Federation Limited, Panaji in terminating the services of Shri Dayanand Chodankar, Assistant, Grade-I with effect from 09-10-2002 is legal and justified ?

(2) If not, to what relief the workman is entitled ?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 28th January, 2009.

Notification

No. 28/1/2009-IAB/15

The following Award passed by the Industrial Tribunal-cum-Labour Court-I at Panaji-Goa on 19-11-2008 in reference No. IT/74/99 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 2nd January, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Smt. Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/74/99

Shri Mohan Ganesh Dessai,
Golna, Pomburpa,
Bardez, Goa.

... Applicant/Party I

V/s

M/s. El-Cid Farm,
Ecozim,
Pomburpa,
Bardez, Goa.

... Opponent/Party II

Applicant/Party I represented by Adv. V. A. Lawande.

Opponent/Party II represented by Adv. P. J. Karat.

A WARD

(Passed on this 19th day of November, 2008)

By this order dated 24-2-99, the Government of Goa has referred to this Industrial Tribunal the following disputes for adjudication.

"(1) Whether the action of the management of M/s. El-Cid Farms Ecozim, Pomburpa, Bardez, Goa in terminating the services of Shri Mohan Ganesh Dessai, Plumber-cum-Electrician-cum-Mechanic, with effect from 1-9-1998 is legal and justified ?

(2) If not, to what relief the workman is entitled ?"

2. On receipt of the said dispute IT/74/99 was registered and notices were issued to the parties. The Party I has filed his claim statement at Exb. 3. The Party II has filed its written statement at Exb. 4. The Party I has stated that he was in continuous employment with the Party II, M/s. El-Cid Farms from 1982 till his services were terminated on 1-9-1998. The Party I has stated that he was drawing salary of Rs. 1,000/- to Rs. 1,800/- per month. The Party I has stated that the Party II had terminated his services w.e.f. 1-9-1998 without issuing any show cause notice and without disclosing any reasons. The Party I has stated that the Party II was not running in loss and on the contrary it was making good business and it had in its employment more than 25 employees. The Party I has stated that after his termination the Party II has

employed a new employee in his place. The Party I has stated that his termination is illegal and in violations of the provisions of Industrial Disputes Act. The Party I has therefore sought reinstatement with full backwages, compensation and damages for the illegal termination.

3. The Party II has filed its written statement at Exb. 4. The Party II has denied that the Party I was employed on regular basis. The Party II has stated that it used to engage the services of the Party I as and when required for doing the work of repairs of pump house, shed, laying of pipe lines, plastering, erecting channels, wiring painting of iron supports, masonry work, earth filling excavation etc. and that the Party I was being paid from time to time as per the bills submitted by him. The Party II has stated that the Party I was employed on regular employment as a farm hand in January, 1990 and was paid daily wages of Rs. 41/- per day. The Party II has further stated that in the year 1998 the poultry farm started running in loss and it decided to reduce the running capacity of the farm or to close the farm and accordingly in the last week of August, 1998 the Party I was asked to look out for an alternate job. Vide letter dated 1-9-1998 the Party I was offered wages in lieu of notice and compensation however since the Party I refused to accept the same, it was sent under postal services. The Party II has denied that it has engaged new employee in place of the Party I. The Party II has denied that it has violated any provisions of the Industrial Disputes Act or that the services of the Party I were illegally terminated. The Party II has stated that the Party I is not entitled for any relief.

4. The following issues were framed:

- 1 Whether Party I proves that he was employed with the Party II as a Plumber-cum-Electrician-cum-Mechanic from the year 1983 and his monthly salary varied from Rs. 1,000/- to Rs. 1,800/- ?
- 2 Whether the Party I proves that the action of the Party II in terminating his services from 1-9-1998 is illegal and unjustified ?
- 3 Whether the Party II proves that it is not an "Industry" within the meaning of Sec. 2(s) of the I. D. Act, 1947 and hence the reference is not maintainable ?
- 4 Whether the Party I is entitled to any relief ?
- 5 What Award ?

5. Learned advocate, Shri B. A. Kapdi has filed written arguments on behalf of the Party I. He has argued that the evidence of the Party I and the witness examined by him clearly indicates that the Party I was working for Party II as an electrical mechanic on a regular basis. He has further argued that the evidence of Party I indicates that Party II did not issue to him termination notice and had also not paid reinstatement compensation. He has argued that the termination of service of the Party I is in violation of the provisions of

the Industrial Disputes Act hence the same is illegal. He has further argued that the Party II is engaged in poultry business and is engaged in chick brooding and selling eggs and it is within the meaning of Section 2(j) of the Act. He has argued that the Party II has retrenched services of the Party I without complying mandatory provisions of Section 25 F of the Act and as such the retrenchment is illegal and consequently the Party I is entitled to reinstatement with consequential benefits.

6. Learned advocate, Shri P. J. Kamat has filed arguments on behalf of the Party II. He has argued that the evidence on record amply proves that the services of the Party I were engaged on contract basis till the year 1989 and after 1989 the Party I was engaged on regular basis as farm hand on payment of Rs. 41/-. He has argued that the business of Party I was running in loss and as such the Party II had decided to reduce work force and had therefore issued termination letter to the Party I. He had argued that the Party I had refused to accept the said letter along with cheque for notice pay and retrenchment compensation was sent under postal certificate. The said letter and the cheque have not returned unserved and hence it may be served on the Party I. He has argued that the Party I had complied with the mandatory provisions of the Act hence the retrenchment cannot be termed as illegal. Learned advocate, Shri P. J. Kamat has argued that during the pendency of the proceedings the Party I was offered reinstatement however, the Party I declined to accept the offer without sufficient reasons and this fact shows that the Party I is not interested in reinstatement.

7. At the outset it may be mentioned that both parties have not produced any documentary evidence as regards the appointment of the Party I or payment of salary and the case of both parties rests mainly on oral evidence. In support of his case the Party I has examined himself and two witnesses namely, Abraham Fernandes and Mangesh Sawant, whereas the Party II has examined its Proprietor, Miss Edith D'Sa and the Manager, Christopher Couto. I have perused the records and considered the arguments advance by the respective parties. My findings on the aforesaid issues are as follows:

8 *Issue No. 1:* The Party I has stated in his claim statement that he was employed with the Party II as a plumber/electrician/mechanic and welder from the year 1983 and that he was in continuous service till 1-9-98. It is to be noted that the Party II has not disputed that the Party I was in its employment however the Party II has denied that the Party I was in continuous employment since 1983. It has claimed that till 1989 Party I was employed on contract basis as and when required and since January, 1990 the Party I was employed as farm hand on a regular basis, on daily wages of Rs. 41/- per day. The question which therefore arises is whether the Party I was in continuous service from 1983 to 1989 or whether during the said period the services of Party I were engaged on contract basis, as and when required.

9. It is to be noted that though the Party I has stated in the claim statement that he was working for Party II since 1983, in his evidence before this Tribunal he has stated that he was employed with the Party II since 1981 on temporary basis and that since 1982 he was employed on regular basis. Thus according to the Party I, he was in employment with Party II from 1981 to 1998 that is for 17 years. Whereas the witness, Shri Abraham Fernandes has not specified since when the Party I was working for the Party II. He has stated that the Party I had worked for Party II for about 20 years. The evidence of Party I as well as the witness, Abraham Fernandes is not in consonance with the pleadings. It is also to be noted that the evidence of Shri Mangesh Sawant, the brother-in-law of the Party I, also does not help the Party I in proving that the Party I was working for the Party II on regular basis since 1983 as this witness has not stated since when the Party I was working with the Party II or for how many years the Party I had worked for the Party II. Thus the evidence of the witnesses does not help the Party I in proving that he was in continuous service since 1983.

10. It is to be noted that Mrs. Edith D'Sa as well as the witness, Christopher Couto have deposed that till the year 1989 services of the Party I were engaged as and when required and that he used to be paid as per the bills submitted by him. It is pertinent to note that in the cross examination, the Party I has admitted that he had signed the receipts which are at Exb. E-1 to E-8. A perusal of the receipts at Exb. E-1 indicates that these receipts were issued by Party I on his letter head wherein the Party I had acknowledged having received an amount of Rs. 1,500/- from the Party II on 15-5-1992 for constructing a farm house. The receipt at Exb. E-2 dated 15-8-1984 indicates that the Party I had received an amount of Rs. 4,250/- from the Party II for construction work on 10-8-1984 and laying of pipe lines on 15-8-1984. The receipt dated 30-7-1982 at Exb. E-3 indicates that the Party I had received Rs. 14,250/- from the Party II for constructing shed No. 9. The receipt dated 25-1-1985 at Exb. E-4 indicates that the Party I had received from the Party II a sum of Rs. 3,600/- on account of laying of foundation of shed No. 10 and erecting channels for pillar. The Party I had received Rs. 3,150/- from the Party II on account of laying of foundation of 63 platform pillars of shed No. 10 and receipt dated 10-6-1985 at Exb. 6 indicates that the Party I had received from the Party II an amount of Rs. 3,900/- for laying of water pipes and fixing of water tank, wiring of shed No. 10 and painting of Iron supports. The receipt dated 3-3-1986 at Exb. E-7 indicates that the Party I had received from the Party II towards construction of shed No. 2 and the receipt dated 7-2-1987, 19-3-1989 at Exb. E-8 collly indicates that the Party I had received from the Party II an amount of Rs. 25,000/- for construction of pump house and store. As stated earlier the Party I has admitted having signed the said receipts, but had denied having received the amount stated in the said receipts. It is to be noted that the Party I has failed to explain as to why he had issued the said receipts if he had not received

the amount mentioned in the said receipts. It is also pertinent to note that it was suggested to Edith D'Sa, the proprietor of Party II, that her husband had obtained these receipts from the Party I in order to claim subsidy from the Government. However, no such explanation was given by the Party I even though he was cross examined on these receipts and had an opportunity to give his explanation and as such the case put forth in the cross examination of Mrs. Edith D'Sa appears to be an after thought. Consequently, I am unable to accept the contention of the Party I that he had not received the said amount mentioned in the said receipts or that the husband of the witness, Edith D'Sa had obtained the said receipts from him in order to obtain subsidy. The receipts at Exb. E-1 to E-8 colly indicate that the Party I was paid lumpsum amount as per the work done and as per the bills submitted by him and this belies the contention of the Party I that he was employed with the Party II on regular and continuous basis since 1983.

11. As stated earlier, there is no dispute that the Party I was employed with Party II from 1989 till August, 1998. However there is dispute regarding the nature of duties performed by Party I and the salary paid to him. The Party I has claimed that he was working as an Electrician/Plumber whereas the Party II has claimed that Party I was employed as a farm hand. In this regard Party I has deposed that the electrical wiring of the sheds was done by him and that he was repairing and maintaining of the said wiring as well as defeathering, debeaking and welding machines. He was deposed that he used to regulate the temperature in the chick brooders. The witnesses, Abraham Fernandes and Manguesh Sawant have also deposed that the Party I was working for Party II as a plumber, welder and electrician. The Party I as well as his witnesses have denied that the Party I was also doing other miscellaneous work such as plucking, loading/unloading feed etc. Whereas Smt. Edith D'Sa, the proprietor of the Party II had deposed that there was no regular work of plumber/electrical or pipeline repairs etc. She has deposed that the Party I was engaged as a farm hand and that he was doing the work of plucking, loading and unloading of feed, repairs of pipelines etc. She has deposed that the work of plumbing, electrical and pipeline, repairs is done once in six months or a year. In her cross examination she has deposed that chick brooders and generator do not require daily maintenance. The witness, Shri Christopher Couto has also deposed that as a Farm hand the Party I was doing the work of attending to repairs in plumbing, electrical, masonry, repairs of cages, running errands for the Farm and such other jobs of plucking coconuts, unloading of feeds, digging etc. etc. In his cross examination he has stated that there was defeathering machine, debeaking machine and one welding machine in the poultry. He has deposed that the Party I was repairing these machines whenever there was a mechanical defect. He has also stated in his cross examination that the Party I used to repair the water tap connection. The evidence of these two witnesses clearly indicates that

Party I was employed with Party II on regular basis since 1989 and that he was doing regular farm work such as loading and unloading feed, plucking etc. and that he was also doing repairs/maintenance of debeaking machine, generator, water tap connection etc. It is to be noted that Party I has denied that he was doing farm work. He has stated that he was working as a plumber/welder and electrician. He has deposed that the wiring (electrical) of the sheds was done by him and that he was maintaining and repairing the said wires. He has also deposed that he was maintaining the temperature in the shed and was repairing and maintaining three debeaking machines one defeathering machine and two welding machines.

12. It is to be noted that the evidence adduced by the Party I does not indicate that wiring work so also the repair/maintenance of debeaking machine, defeathering machines or welding machines was regular or continuous work which was required to be done on day to day or regular basis. The evidence of Party I and his witnesses also does not indicate that setting temperature was a continuous work or that constant manpower was required to regulate the temperature. As against this the evidence of Mrs. Edith D'Sa and her witness, Christopher Couto indicates that electrical repairs, plumbing or maintenance work was not regular but was occasional work. Their evidence also indicates that once the temperature in the chick brooder is set it is not required to be altered and this statement has gone unchallenged. In the absence of such regular work in the poultry farm, the Party I could not have worked solely as a mechanic, electrician or a plumber and the preponderance of probabilities is that since 1989 the Party I was working as a farm hand and doing all miscellaneous work and was also maintaining and carrying out the repairs of the machines as and when required.

13. Now coming to the salary paid to the Party I, the Party I has deposed that at the time of termination of his services he was paid Rs. 1,800/- per month. The Party II had denied this fact and has claimed that from the year 1989 the Party I was engaged on regular basis on salary of Rs. 41/- per day. It is probable that the Party I was paid salary of Rs. 41/- per day at the time of his initial appointment, but it is difficult to believe that the Party I had continued working on the same salary for eight years i.e. till the date of his termination. The Party II being the employer was required to maintain records such as wage register, attendance register etc. These documents would have sufficiently proved the quantum of salary paid to the Party I at the time of his termination. It is to be noted that Mrs. Edith D'Sa had stated in her cross that she had wage register from the year 1990 however she failed to produce the same even though she was directed to produce the same. The witness, Mrs. Edith D'Sa had also stated that she had wage register for the year 1994 to 2000, however when she was directed to produce the same she claimed that the said register was misplaced. As stated earlier the Party II was required to maintain the wage register

and as deposed by Mrs. Edith D'Sa and her witness, Christopher, the Party II was infact maintaining such register. Failure on part of the Party II to produce the wage register warrants drawing of an adverse inference that the said documents were withheld to suppress the material facts relating to the wages paid to the Party I. This being the case, I am inclined to accept the contention of the Party I that as on 1-10-98 he was drawing salary of Rs. 1,800/- per month.

14. Under the circumstances it is held that the Party I has failed to prove that he was appointed on regular basis since 1983. The evidence on record indicates that Party I was engaged by Party II on contract basis till 1989 and subsequently since 1990 he was appointed on regular basis to work at the farm and also to do repairs/maintenance of pipelines, machines etc. whenever required and that at the time of termination of his services he was drawing salary of Rs. 1,800/- per month. Hence issue No. 1 is partly answered in the affirmative.

15. *Issue No. 2:* It has been argued on behalf of the Party I that the Party II has retrenched the services of the Party I without complying with the mandatory provisions of Section 25 F and hence the retrenchment is illegal. In support of the contention, reliance is placed on the case of *State of Bombay and others V/s Hospital Majdoor Sabha* reported in 1960 LLJ 251, wherein the apex court has held that failure to comply with provisions of Section 25 F of the Act renders retrenchment invalid and inoperative. It is to be noted that Section 25 F prescribes procedure for retrenchment. This Section provides that a person who is in continuous service for not less than one year cannot be retrenched unless he has been given one month's notice and paid compensation at the rate of 15 days average wage as per each completed year of continuous service or any part thereof in excess of six months. The term continuous service has been defined u/s 25 BC(2) of the Act. In the case of *Guru Jamdeshwar University Hisar v/s Dharam Pal* 2007(2) SCC 265, the apex court has held that average pay has been defined u/s 2(aaa) of the Act, where the legislature has not thought it necessary to bring a concept of dividing monthly wages by 26 days for determining the average pay unlike in payment of Gratuity Act. It has been held that the average pay has to be computed on the basis of 30 days and not 26 working days.

16. Reverting to the facts of this case it is not in dispute that the Party II had terminated services of Party I vide letter dated 1-9-98. The Party I has stated that the Party II was doing good business despite which it has terminated his services without any valid reason. He has stated that the said order is in violation of the provisions of the Industrial Disputes Act and is illegal and unwarranted. In his evidence before the Tribunal he had deposed that at the time of his termination about 30 employees were employed with the Party II. He has deposed that Party II had terminated his services without any notice and without paying any compensation. It is to be noted that in the cross of Party I the Party II has produced the copy of termination letter dated 1-9-98 (Exb. E-9). The Party I has denied

having received the said letter. He has also denied the suggestion that he had refused to accept the said letter and the cheque for Rs. 7,723/- towards notice pay and retrenchment compensation and that the said letter and cheque were sent under postal certificate. It may be mentioned here that in the claim statement the Party I had not denied having received the notice and cheque but had only challenged the validity of the retrenchment notice. On the ground that it was not preceded by a show cause notice and an enquiry. It is pertinent to note that the services of Party I were not terminated for any misconduct so as to warrant show cause notice an enquiry. Hence the retrenchment notice cannot be held to be illegal on the grounds raised by Party I in his claim statement. It is also to be noted that though the Party I had denied having received the said letter at Exb. E-9, he had referred to the said letter in para 8 and 11(a) of his claim statement. This fact clearly indicates that the Party I was aware of the contents of the said letter and in the absence of any other explanation the only inference that can be drawn is that the Party I had received the said letter. A perusal of the said letter at Exb. 9 indicates that in the month of August, 1998 the Party II had told the Party I to lookout for a job elsewhere as the farm was running in loss and the Party II had decided to reduce the running capacity of the farm. By the letter at Exb. E-9, the services of the Party I were terminated with immediate effect. The said letter also indicates that cheque dated 1-9-98 bearing No. 7098535 drawn on Dena Bank, Pomburpa for Rs. 7,723/- towards notice pay and retrenchment compensation was enclosed with the said letter. In this regard, Mrs. Edith D'Sa, the witness No. 1 and proprietress of Party II has deposed that in the year 1998 the farm was not doing proper business and as such she had decided either to reduce the work force or to close down the farm. She has deposed that she had told the Party II to look out for another job elsewhere. She has deposed that she had given retrenchment notice dated 1-9-98 along with cheque for Rs. 7,773/- towards final settlement of dues including the retrenchment compensation. She has deposed that Party I had refused to accept the said letter and the cheque and as such the same were sent under certificate of posting. She has deposed that the Party I had received the notice and the cheque as the same were not returned by postal authority. The Manager of the Party II has also corroborated the evidence of Mrs. Edith D'Sa as Christopher Couto has also deposed that the Party I had to accept the letter dated 1-9-1998 and the cheque and as such the said letter along with the cheque for Rs. 7,723/- was sent to Party I under certificate of posting. It is to be noted that the aforesaid statement made by Mrs. Edith D'Sa as well as Christopher Couto has gone unchallenged and this leads to an inference that the Party I had received the letter at Exb. 9 along with the cheque for Rs. 7,723/- towards notice wages and retrenchment compensation.

17. The Party I has claimed that Party II was doing good business and at the time of his termination about 30 employees were employed with Party II whereas the witness, Abraham Fernandes has deposed that about 50 employees were working for Party II. Whereas

Mangesh Sawant whose evidence was recorded in 2002 had deposed that in the year 1985 about 50 workers were working for Party II and presently only one person is working for Party II. Thus the evidence of this witness clearly indicates that in the year 1985 about 30 persons were working for Party II. Whereas in the year 2002 only one workman was working for Party II. Such drastic reduction of workforce is itself an indication that the poultry was running in loss. There is also no evidence to prove that Party II has engaged any other person in place of Party I. This being the case no malafides can be attributed to the Party II for terminating services of Party I.

18. The next question which arises is whether the amount paid to the Party I vide cheque dated 1-9-98 is in accordance with the provisions of Section 25 F of the Act. As it has been held earlier, the Party I was in employment of Party II from 1990 till August, 1998 and his last drawn salary was Rs. 1,800/-. Hence in accordance with Section 25 F of the Act, the Party I was entitled to receive Rs. 1,800/- towards one month notice wage and Rs. 8,100/- towards retrenchment compensation being 15 days average wage for each completed year of continuous service. It is to be noted that Party II had issued cheque dated 1-9-98 for Rs. 7,723/-. Thus the Party I was entitled for retrenchment compensation of Rs. 9,900/- and hence it is evident that the compensation offered to Party I was less than the compensation that Party I was entitled to receive. This gives rise to a question whether the termination stands vitiated due to short payment of compensation.

19. It is to be noted there was dispute regarding quantum of salary paid to the Party I at the time of his termination. The Party II had claimed that at the time of the termination of service, the Party I was being paid salary of Rs. 41/- per day and the Party II had calculated the compensation on the basis of the said salary. There is short fall in the said compensation as it is held that the salary of Party I was Rs. 1,800/- per month as on the date of the termination. The finding as regards the last drawn salary of Party I is not based on any documentary or conclusive evidence but is arrived on the basis of probability. Under the circumstance, the short payment of compensation would not vitiate the termination. It is also to be noted that though the Party I had stated in his evidence before the Tribunal that he had not received the notice and the compensation, he had not taken such plea in the claim statement and had not challenged his termination on the ground of non issuance of notice, non payment of retrenchment compensation or short payment of compensation. In the absence of such pleadings the termination cannot be held to be illegal or void on the ground of short payment of compensation, hence issue No. 2 is answered in the negative.

19. *Issue No. 3:* The Party II had claimed that it is not an industry within the meaning of Sec. 2(j) of the Act and hence the reference is not maintainable. In terms of Section 2(j) "industry" means any

business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen. In the instant case the Party II was running of poultry farm and was engaged in business of selling chicken, broilers, eggs etc. and hence is an industry within the meaning of Section 2(j) of the Act. This being the case issue No. 3 is answered in the negative.

20. *Issue No. 4:* It is to be noted that during the pendency of the proceedings, the Party II had offered to reinstate the Party I however in his reply dated 22-11-99, the Party I had stated that he was ready and willing to work provided he was paid salary for 15 months from 1-9-98 onwards. The Party II once again offered reinstatement vide application dated 5-11-99 at Exb. 5. The evidence on record indicates that Party I had reported for work on 5-11-99 and was asked to repair the pipeline and load and unload the feed however the Party I had left the workplace. The Party I has admitted that he had refused to do the work. He has stated that he was not able to unload the bag which was weighing 75 kgs. However in his cross he has admitted that the manager had provided two labourers for unloading the bags. It is also to be noted that the Party I has stated that the manager of Party II and one Savio had told him to leave the place and threatened to assault him in case he did not leave the work place. He has admitted that he had not stated the said fact in his reply dated 22-11-99. He claims that the manager had threatened to kill him if he disclosed the said facts and that he had not stated the said facts in his reply and had also not reported to work out of fear. The allegations of threats and attempt to assault are baseless and wild and consequently the explanations given by the Party I for not doing the work allotted to him and for not reporting for duty cannot be believed. The records thus indicate that the Party I was given an offer of reinstatement and the Party I has refused to accept the same without any justifiable reasons and this defeats the claim of the Party I for reinstatement.

21. Be that as it may, the termination of services of Party I w.e.f. 1-9-98 is held to be legal and consequently the Party I is not entitled for relief of reinstatement. However, considering the fact that there was short fall in the payment of retrenchment compensation, it would be proper that Party I is paid some reasonable lumpsum compensation for the alleged breach of Section 25F of the Act. In my considered opinion awarding compensation of Rs. 10,000/- which can be considered as just and fair, will meet the ends of justice.

Under the circumstances and in view of discussion supra, I pass the following award.

ORDER

The action of the management of M/s. El-Cid Farms Ecozim, Pomburpa, Bardez, Goa in terminating the services of Shri Mohan Ganesh Dessai, Plumber-cum-Electrician-cum-Mechanic with effect from 1-9-1998

is held to be legal and justified. The Party I is not entitled for the relief of reinstatement and backwages. The Party I is entitled for lumpsum compensation of Rs. 10,000 from the Party II.

No order as to costs.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Department of Law and Judiciary

Office of the Law Secretary

Order

No. 9/5/2008-LA/100

Whereas, there has been a persistent demand for setting up a Law Commission for this State to examine the existing legislations and to suggest suitable measures requiring changes or modifications with a view to co-ordinating and harmonizing them, and

Whereas, the Government has considered the question of appointing a Law Commission for this State to examine the existing legislations and to suggest suitable measures requiring changes or modifications, with a view to co-ordinate harmonize and to simplify them and remove any anomalies, ambiguities and inequities, with specific terms of references hereto annexed.

Now, therefore, the Government is pleased to constitute the Law Commission consisting of the members, including its Chairman, for the State as per the following composition:

- | | | |
|--------------------------------|-----|-----------|
| 1) Shri Ramakant D. Khalap, | ... | Chairman. |
| Ex-Union Minister of State for | | |
| Law and Advocate, Mapusa | | |
| 2) Shri Cleofato Coutinho, | ... | Member. |
| Advocate, Margao | | |
| 3) Shri Mario Pinto Almeida, | ... | Member. |
| Advocate, Margao | | |

The tenure of the Law Commission will be for a period of one year from the date of taking over charge of the Office in the first instance. The members of the Commission will be paid a suitable lumpsum remuneration as may be fixed by the Government from time to time.

By order and in the name of the Governor of Goa.

V. P. Shetye, Law Secretary.

Porvorim, 20th January, 2009.

ANNEXURE

TERMS OF REFERENCE

- 1) To review/repeal obsolete laws in force;
- 2) To rectify defects in the existing laws;
- 3) To identify laws which require changes or amendments and to make suitable modifications or amendments to the existing laws;
- 4) To consolidate, modify, simplify and reform the existing laws;
- 5) To study the violations caused by the rules, regulations, etc. to constitutional and legal provisions and principles;
- 6) To defect unpermitted use of delegated legislative powers;
- 7) To identify the provisions which are ultra vires the scope of the main Acts;
- 8) To study the impact of the laws on effective implementation of the Legislative intent behind the Acts as well as on good governance;
- 9) To generally examine the existing laws in the light of the directive principles of State policy and suggest ways of improvement and reform;
- 10) To review various laws in the light of the decisions of the Supreme Court and Bombay High Court;
- 11) Terms and conditions of appointment of Government pleaders in District Courts and subordinate Courts, Government and Additional Government Advocates including District and High Court and Public Prosecutors in High Court.

Law (Estt.) Division

Corrigendum

No. 2-1-97/LD(Vol.I) Estt./120

Read: Government Notification bearing No. -1-97/
/LD(Vol.I)/1334 dated 30-10-2007.

The name of the Civil Judge, Junior Division & Judicial Magistrate First Class Shri Santana Da Silva Carlo Rohin referred to in the above mentioned Notification may be read as "Carlo Rohin Santana Da Silva".

This Corrigendum is issued at his own request and on the basis of the Birth Certificate issued by the Directorate of Planning, Statistics and Evaluation, Government of Goa.

By order and in the name of the Governor of Goa.

Vassudev N. Shetye, Under Secretary (Estt.).

Porvorim, 22nd January, 2009.

Department of Official Language and Public Grievances

Directorate of Official Language

Order

No. 4-3-2004/DOL/Ad.Brd.Meet/Part/1157

The Government of Goa is pleased to constitute a Sub-Committee under the Advisory Board for the Effective Implementation of Official Language Act, 1987.

The following shall be the composition of the Sub-Committee:

- | | |
|---|-------------|
| 1 Adv. Uday Bhembre, Margao | . Chairman. |
| 2 Shri Shambu Bhau Bandekar, Saligão | . Member. |
| 3 Shri Tomazinho Cardozo, Candolim | . Member. |
| 4 Shri Damodar Mauzo, Majorda | . Member. |
| 5 President of Goa Konkani Akademi | ... Member. |
| 6 President of Gomantak Marathi Akademi | ... Member. |
| 7 President of Dalgado Konkani Akademi | ... Member. |

The Sub-Committee shall study the matters regarding framing of rules for Official Language Act, 1987 so as to hold the Government Departments/Public Sector Undertakings/Public Organisations, legally binding for the implementation of the Act.

The Sub-Committee shall submit its report within a time frame of 60 days from the date of publication of the Order in this Official Gazette.

By order and in the name of the Governor of Goa.

Menino Peres, Director of Official Language and ex officio Joint Secretary.

Panaji, 22nd January, 2009.

Corrigendum

No. 4-3-2004/DOL/Ad.Brd.Meet

Read: Order No. 4-3-2004/DOL/Ad.Brd.Meet/797 dated 28-02-2008.

In partial modification of the above Order, Government is pleased to appoint Adv. Uday Bhembre as Vice-Chairman of the Advisory Board for the Effective Implementation of Official Language Act, 1987, subsequent to the resignation tendered by the present Vice-Chairman, Shri Shantaram Naik, M.P.

By order and in the name of the Governor of Goa.

Menino Peres, Director of Official Language ex officio Joint Secretary.

Panaji, 22nd January, 2009.

Department of Personnel

Order

No. 4/7/2004-PER

Government is pleased to accept the notice of voluntary retirement under Rule 48-A of the Central Civil Service (Pension) Rules, 1972, given by Dr. T. T. Naik, Managing Director, Goa Meat Complex, vide his letter dated 01-12-2008, by curtailing the normal period of three months.

Dr. Naik shall stand relieved with effect from 01-02-2009 (f.n.) on the condition that he shall not apply for commutation of a part of his pension before the expiry of the period of notice of three months.

Shri T. T. Naik shall hand over the charge of the post of Managing Director, Goa Meat Complex to Shri Heitor Faleiro, Director of Animal Husbandry & Veterinary Services.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 28th January, 2009.

Order

No. 15/7/2004-PER

Read: 1) Order No. 2(91)/2007/Admn F-2/439 dated 25th September, 2008 issued by the Indian Institute of Advance Study Shimla.

2) Relieving Order No. 15/7/2004-PER dated 20-11-2008.

In pursuance of order referred to in preamble (1) Shri Shashank V. Thakur, BDO, Satari is hereby transferred on deputation to Indian Institute of Advance Study Shimla, who stands relieved vide order read at preamble (2).

The terms of deputation of Shri Thakur shall be for a period of 2 years in the first instance and shall be governed by the standard terms of deputation as contained in the Government of India's Department of Personnel & Public Grievances and Pension, O. M. No. 2/12/87-Estt. (Pay-II) dated 29-4-1988 as amended from time to time and this Department's O. M. No. 13/4/74-PER dated 12-2-1999 as amended from time to time.

Shri Thakur shall be entitled for transfer T.A/D.A. as per rules.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 28th January, 2009.

Department of Public Works

Office of the Principal Chief Engineer

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Notification

No. 8-4/CE-PWD-Accts/2008-09/1026

Whereas, it has ascertained that a substantial amount is due to the Government as arrears of rent and water charges from the defaulting consumers on account of various reasons:

And whereas, the Government desires to recover the said arrears as expeditiously as possible.

And whereas, representations and complaints have been received from consumers alleging non-receipt of bills in time, faulty meters exorbitant rate of compound interest being charged etc., as grounds for non clearance of arrears.

And whereas, the Government after taking into consideration the various representation made by the consumers and other connected factors, including the cost and time involved in settling the individual disputed cases is of the opinion, that the ends of justice would be served if the delayed payment charges payable by the defaulters upto date (2-02-2009) are compounded as a one time amnesty.

Now, therefore, the Government of Goa is hereby pleased to direct that all domestic and construction water consumers who are defaulters in payment of arrears of water charges upto date, their arrears be compounded to the extent of 40% and the balance 60% shall be paid by them in maximum two installments within a period of five months from the date of publication of this notification in the Official Gazette. This Amnesty Scheme is valid upto 15-7-2009. The consumers whose cases have already been referred to revenue recovery court are also eligible to avail the benefits under this scheme.

The defaulting consumers shall produce their latest bill to the respective water supply Sub Division and get it corrected for deduction in terms of the provision of this notification and accordingly effect the payment thereof.

By order and in the name of the Governor of Goa.

A. M. Wachasunder, Principal Chief Engineer, P.W.D.
& ex officio Addl. Secretary.

Panaji, 2nd February, 2009.

**Department of Revenue**

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Notification

No. 23/19/2008-RD

Whereas by Government Notification No. 23/19/2008-RD dated 18-04-2008 published on pages 121 to 122

of Series II No. 5 of the Official Gazette dated 02-05-2008 and in two newspapers (1) "Herald" dated 23-04-2008 (2) "Sunaparant" dated 23-04-2008, it was notified under Section 4 of the Land Acquisition Act, 1894. Subsequently, Corrigendum was issued vide No. 23/19/2008-RD dated 19-09-2008 published in the Official Gazette Series II dated 25-09-2008 No. 26 and in two local newspapers viz. "Sunaparant" dated 23-09-2008 and "Navhind Times" dated 23-09-2008. Subsequently, Addendum was issued 18-11-2008 published in the Official Gazette No. 35 of Series II dated 27-11-2008 and in two local newspapers viz. "Sunaparant" dated 23-11-2008 and "Navhind Times" dated 23-11-2008 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for construction of bridge across Sal alongwith approach road at Varca in Talaulim villages of Salcete Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector (IA), South Goa District, Margao-Goa, to perform the functions of the Collector, South Goa District, Margao, Goa, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said, the Dy. Collector (IA), South Goa District, Margao-Goa, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete**Village:** Talaulim

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3

273/1 (part) O: Mariya Melba Da Goveya 744
Pinto Soares.
Exec. Eng., W.D. XIV, Water
Resources Dept., Gogol.

1	2	3
261/1 (part)	O: Lena Coutinho.	185
297/8 (part)	O: Dr. Constancio Rosario de Alvares. T: Augustinho Pascoal Coutinho.	5
297/11 (part)	O: Dr. Constancio Rosario de Alvares. T: Silvestre Vincente Fernandes.	23
297/12 (part)	O: Dr. Constancio Rosario de Alvares. T: Lourenco Piedade Pires.	32
297/13 (part)	O: Dr. Constancio Rosario de Alvares. T: Alex Vincente Fernandes.	40
297/18 (part)	O: Dr. Constancio Rosario de Alvares. T: Silvestre Vincente Fernandes.	89
297/24 (part)	O: Dr. Constancio Rosario de Alvares. T: Lourenco Piedade Pires.	50
297/23 (part)	O: Dr. Constancio Rosario de Alvares. T: Silvestre Vincente Fernandes.	100
297/22 (part)	O: Dr. Constancio Rosario de Alvares. T: Augustinho Pascoal Coutinho.	82
297/21 (part)	O: Dr. Constancio Rosario de Alvares. T: Alex Vincente Fernandes.	72
297/20 (part)	O: Dr. Constancio Rosario de Alvares. T: Augustinho Pascoal Coutinho.	94
297/19 (part)	O: Dr. Constancio Rosario de Alvares. T: Lourenco Piedade Pires.	52
297/10 (part)	O: Dr. Constancio Rosario de Alvares.	12
297/9 (part)	O: Comunidade.	6
260/1 (part)	O: Venkatesh Ramchandra Keni.	103
260/2 (part)	O: Narcinva Ramchandra Keni. T: Augusta Fernandes.	328
259/1 (part)	O: Roberto Francisco Augustin Teles.	275
260/4 (part)	O: Damodar Venkatesh Shenvi Kare. Govinda Venkatesh Shenvi Kare Vasudeva Venkatesh Shenvi Kare. T: Pedro Coutinho.	148
248/1 (part)	O: Francisco Emelian Ferrao.	644
248/2 (part)	O: Piedade Coutinho.	316
249/1 (part)	O: Ulhas Pandharinath Verlekar.	185
250/2 (part)	O: Narshiv Ramchandra Keny. T: Domingo Rosario Coutinho.	1850
250/4 (part)	O: Narshiv Ramchandra Keny.	200

Boundaries :

North : S. No. 274/2.

South : River Sal.

1	2	3
	East : S. No. 273/2, 20, 21, 24, 29, 30, 33, 40, 261/1, 260/2, 4.	
	West : S. No. 297/18, 19, 20, 21, 1, 4, 6, 7, 8, 11, 12, 13, 18, S. No. 260/2, 259/1, 248/1, 2, 249/1, 250/1.	
	Taluka : Salcete	Village: Varca
45/1 (part)	O: Cleophas Arvindo Martins. Theresa Martins. OR: Care taker: George Fernandes. Domingo Ambrosio has got Usufruct (life interest) rights.	220
45/3 (part)	O: Pascoal Dias. Jorge Luis Fernandes. Antoninha Fernandes D'Souza. Pedro Augusto Rodrigues. Antonio Arcanjo Fernandes. Rev. Fr. Freddy Jeromias D'Costa. Deelip Anant Chodnekar. Lamberto Candido Jose Rodrigues. Rev. Fr. Freddy Jeromias D'Costa. OR: House built by David Fernandes. Hut belongs to Epa Fernandes.	267
	Boundaries :	
	North : River Sal.	
	South : S. No. 45/3, 1.	
	East : S. No. 45/3.	
	West : S. No. 45/1, 3.	
		Total: 6122

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue).

Porvorim, 22nd January, 2009.

Notification

No. 23/18/2008-RD

Whereas by Government Notification No. 23/18/2008-RD dated 18-04-2008 published on pages 120 & 121 of Series II No. 5 of the Official Gazette dated 02-05-2008 and in two newspapers (1) "Tarun Bharat" dated 25-04-2008 and (2) "Gomantak Times" dated 23-04-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose viz. Land Acquisition for construction of Benaulim Sinquetim bridge across river Sal in Navelim Constituency at Benaulim and Navelim Villages of Salcete Taluka.

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Deputy Collector (IA), South Goa District, Margao-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Deputy Collector (IA), South Goa District, Margao-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete **Village:** Navelim

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3

131/2 (part) O: Graciana Rodrigues. 460

Boundaries :

North : S. No. 131/2.

South : S. No. 131/2.

East : S. No. 131/2.

West : River.

Taluka: Salcete **Village:** Benaulim

234/2 (part) O: Maria Fatima Mariaha Colaco. 280
 Maria Dorinda Julieta
 Eslinda Colaco.
 Maria Evelina Bevinda Colaco.
 Exc. Eng., W.D.VI, PWD, Fatorda.
 OR: Vahivatdar Caitano Fernandes.
 H. No. 49, House built by
 Vahivatdar.
 No. 1 house owned by
 Santano Carvel.

233/4 (part) O: Sacrament Pereira. 23

238/1 O: Filipe do Rosario Fernandes. 900

1	2	3
238/5	O: Filipe do Rosario Fernandes.	120

Boundaries :

North: S. No. 234/4, 2, 236/16, 237/2.

South: S. No. 234/2, 4, 238/1, 5.

East : 238/1, 236/16, 234/4.

West : S. No. 233/4, 234/2.

Total: 1783

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue).

Povvorim, 23rd January, 2009.

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Department of Vigilance

Directorate of Vigilance

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Notification

No. 15/03/2007-VIG(Part I)/141

Whereas, inquiry in the disciplinary proceedings initiated against Shri D. K. Sawant, then S. P. (North Goa), under Rule 14 of CCS (CCA) Rules, 1965, vide Memorandum No. 15/03/2007-VIG/2304 dated 24-10-2007 is in progress before the Inquiring Authority.

2. Whereas, the Inquiring Authority has reported that the State Witness No. 1 namely, Shri Rohan Olenzorio Lobo has been evading the attendance to testify before the Inquiry Authority despite summons issued to him to remain present on 13-11-2008 and on 9-12-2008.

3. Whereas, the Governor of Goa is satisfied that this is the fit case for invoking the provisions of Section 4 of the Departmental Enquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972.

4. Now, therefore, the Governor of Goa in terms of powers conferred under Section 4 of the Departmental Enquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 hereby empowers the Inquiring Authority in the inquiry proceedings under Section 14 of CCS (CCA) Rules, 1965, against Shri D. K. Sawant to exercise powers as provided under Section 5 of the said Act.

By order and in the name of the Governor of Goa.

A. W. Rane, Adl. Director (Vigilance) & ex officio Joint Secretary.

Panaji, 30th January, 2009.